

**Staff  
Summary  
Report**



**To: Mayor & City Council**  
**Through: City Manager**

**Agenda Item Number** *23a*  
**Meeting Date** 09/05/2002

**SUBJECT:** Contract Renewal for City Manager Will Manley

**PREPARED BY:** Will Manley, City Manager, 8884

**LEGAL REVIEW BY:** Brad Woodford, City Attorney, 8227

**BRIEF:** Authorization of contract renewal for City Manager Will Manley.

**COMMENTS:** **POSITIONS AUTHORIZED (0302-01)** Authorization of contract renewal for City Manager Will Manley.

**Document Name:** (20020905mgrgc01) Supporting Documents: Yes

**SUMMARY:** The attached agreement sets forth contract terms.

**FISCAL NOTE:** Monies will be budgeted for position.

**RECOMMENDATION:** Approve contract renewal.

## Employment Agreement

THIS AGREEMENT entered into this 5th day of September, 2002 by and between **WILL MANLEY**, hereinafter referred to as "**Manley**" and the **CITY OF TEMPE**, an Arizona municipal corporation, hereinafter referred to as "**Tempe**".

In consideration of the mutual promises, covenants and undertakings set forth below, the parties do hereby agree as follows:

1. Manley agrees to faithfully perform the functions and duties of City Manager for the City of Tempe.
2. Tempe agrees:
  - a. To establish a base salary for Manley of \$146,500 (retroactive to April 2, 2002).
  - b. To establish a salary range for the position of City Manager of \$146,500 to \$198,000.
  - c. To give Manley a five-percent (5%) step increase each April 2, beginning April 2, 2003, (assuming satisfactory performance of his duties) until he has topped out of his range.
  - d. To give Manley the citywide cost of living increase as it applies to all City of Tempe employees at the beginning of each new fiscal year (starting on July 1, 2003). Also, as with all City positions, the City Manager's salary range will be adjusted at that time by the amount of the cost of living increase.
  - e. To provide Manley with Personal Day Benefits in accordance with Tempe's Personnel Rules and Regulations.
  - f. To provide Manley with the same dependent medical/dental coverage as other City of Tempe employees.
  - g. To reimburse Manley for all City business and related expenses, including dues for membership in civic organizations that have been approved by the City Council.
  - h. To reimburse Manley for all travel and per diem expenses associated with conferences and professional meetings related to City business and/or professional training in accordance with City laws, rules and regulations.

- i. To give Manley severance pay equal to six (6) months of his base salary and one hundred percent (100%) of his accrued sick and vacation leave if he is involuntarily terminated.
- j. To provide Manley with a life insurance policy at two times his annual base salary value (Basic Life Insurance and Accidental Death & dismemberment).
- k. To provide Manley with annual pension contributions equal to fourteen percent (14%) of his base salary to be paid to his deferred compensation plan (retroactive to April 2, 2002).
- l. To provide Manley with a new full-sized automobile every other April 2 (beginning April 2, 2003), for personal and City business use, including gas, oil and maintenance. Liability insurance shall be furnished under City of Tempe covering business and personal use of Manley and dependents.

IN WITNESS WHEREOF, the parties have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF TEMPE, a municipal corporation

By \_\_\_\_\_  
Neil G. Giuliano, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Matz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brad Woodford, City Attorney

\_\_\_\_\_  
Will Manley, City Manager